

Town Hall
183 Main Street
Cornwall, NY 12518
(845) 534-3760
fax: (845) 534-4342

Town of Cornwall



Orange County, New York

Office of the Supervisor
Kevin Quigley
Town Supervisor

AGENDA

Cornwall Town Board

Regular Meeting – Monday, July 8, 2013
7:30 pm

Pledge of Allegiance

Approval of Minutes – June 10, 2013 Regular Meeting

Public Comment Agenda Items

1. Resolution – Uniform Notice of Claim Act
2. Resolution – Set Public Hearing – Affordable Housing
3. Resolution – Sawyer v. Town of Cornwall
4. Resolution – Tamara Lane Phase II
5. Guide Rail Purchase
6. Oil & Chip Resurfacing
7. Resolution - Easement Sheldon Ct. Drainage Project
8. Resolution - COVAC - Approve ALS Contract Request
9. COVAC – Liability Insurance
10. Tax Information on TOC Web Site
11. Resolution – Town Clerk EZ Pass
12. Resolution – Historian Grant – Sands Ring
 - A. Apply for Grant
 - B. Accept Grant
13. Sands Ring – Establish Fund Raising Account
14. Cornwall Commons – Schedule Meeting Date
15. Update – Proposed Pipeline for Village of Kiryas Joel
16. Committees – Proposed Geese Control
17. Local Laws 4,5,&6 Filed with State
18. Personnel:
Sgt. Gebert Completed Probationary Period
Training: COVAC – EMS Expo Sept. 9-12

Committee Reports

Warrant #7

Public Comment

Adjournment

WHEREAS, General Municipal Law §53 requires towns to file a certificate with the Secretary of State designating the Secretary of State as an agent for service of a notice of claim, and

WHEREAS, General Municipal Law §53 requires the certificate to include the applicable time limit for filing the notice of claim and the name, post office address and electronic mail address, if available, of an officer, person, for the transmittal of notices of claim served upon the Secretary as the Town's agent, and

WHEREAS, pursuant to General Municipal Law, §50-e(1)(a), the applicable time limit for the filing of a notice of claim upon a town is 90 days after the claim arises, or in the case of a wrongful death action, 90 days from the appointment of a representative of the decedent's estate,

NOW, THEREFORE, BE IT RESOLVED as follows:

That the Town Board of the Town of Cornwall, County of Orange, designates Renata McGee, in her capacity as the Town Clerk, to receive notices by mail from the Secretary of State at Town Hall, 183 Main Street, Cornwall, New York 12518,

BE IT FURTHER RESOLVED, that the Town Board hereby directs the Town Clerk to file the required certificate with the

Secretary of State informing the Secretary of the Town's designation and applicable time limitation for filing a notice of claim with the Town on or before July 14, 2013.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Alexander Mazzocca, Councilman, voting _____

Elizabeth Longinott, Councilwoman, voting _____

Randolph S. Clark, Councilman, voting _____

Mary Beth Greene-Krafft, Councilwoman, voting _____

D. Kevin Quigley, Supervisor, voting _____

JRL/cf/306642
254-65400
6/21/13

CERTIFICATE OF DESIGNATION FOR SERVICE OF NOTICE OF CLAIM
(Pursuant to Section 53 of the General Municipal Law)

Public Corporation Name

The Name of the Corporation: TOWN OF CORNWALL

County

The Principal location of the public corporation is in the county of:

County: ORANGE

Address to Transmit Notice of Claim

The name, post office address and email address of an officer, person or designee, nominee or other agent-in-fact to which the Secretary of the State shall transmit a copy of any Notice of Claim serving the Secretary of State as the public corporation's agent is:

Name: Renata McGee, Town Clerk

Address1: Town Hall, 183 Main Street

Address2: _____

City: Cornwall State: NY Postal Code: 12518

Email Address: _____

Confirm Email Address: _____

The time limit for service of a Notice of Claim upon the public corporation is: 90 days after the claim arises or in the case of a wrongful death action, 90 days from the appointment of a representative of the decedent's estate.

Statutory Provisions

Any statutory provisions uniquely pertaining to the public corporation and the commencement of an action or proceeding against it are as follows: _____

Vendor ID

The New York State Vendor Identification Number (Vendor ID) for the public corporation is:

Vendor ID: 1000002135

Note: Public corporations that do not have a Vendor ID issues by the Office of the State Comptroller will be contacted regarding issuance of a Vendor ID when fees for service of Notice of Claim are available for distribution. The public corporation will not receive distributions of its share of fees for service of Notices of Claim until it has been assigned a Vendor ID.

Remittance Address

Distributions to the public corporation for its share of fees or service for Notice of Claim will be sent to the following Remittance Address:

Name: Pam Wood, Bookkeeper

Address1: Town Hall, 183 Main Street

Address2: _____

City: Cornwall State: NY Postal Code: 12518

Note: The Remittance Address for public corporations with a Vendor ID must match the public corporation's Remittance Address in the New York State Vendor Management System. If the Remittance Address provided does not match the address on file in the New York State Vendor Management System, the public corporation's share of fees cannot be distributed. To update the public corporations Remittance Address on file in the New York State Vendor Management System the public corporation must access and update its vendor record at www.osc.state.ny.us.

Designation

Signature

Authorization: ☐ By Checking this box I affirm that the statements contained herein are true to the best of my knowledge, that I am authorized to sign this Certificate of Designation for Service of Notice of Claim, that my name below constitutes my signature.

Signer: _____

Title of Signer: _____

#2

WHEREAS, the Town Board has a local law before it entitled: A Local Law to amend Town Code Chapter 158 by amending Section 158-9 "Use Tables," Table of General Use Regulations MR District, 158 Attachment 3.1, and

WHEREAS, the local law would amend the Town's Zoning Code to implement the provisions of the Town's Comprehensive Plan regarding the MR zoning district,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the movant of this resolution does hereby introduce the attached proposed local law, and
2. That a public hearing on the proposed local law be set for August _____, 2013 at _____ o'clock p.m. and that due notice of the same is directed to be given by publication and posting.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

- Alexander Mazzocca, Councilman, voting _____
- Randolph S. Clark, Councilman, voting _____
- Elizabeth Longinott, Councilwoman, voting _____
- Mary Beth Greene-Krafft, Councilwoman, voting _____
- D. Kevin Quigley, Supervisor, voting _____

SJG/ef/308755
254-65403.03
7/5/13

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

☐ County ☐ City ☒ Town ☐ Village
(Select one:)

of CORNWALL

Local Law No. _____ of the year 20¹³

A local law to amend Town Code chapter 158 by amending Section 158-9 "Use Tables" Table of
(Insert Title)
General Use Regulations MR District, 158 Attachment 3.1

Be it enacted by the TOWN BOARD _____ of the
(Name of Legislative Body)

☐ County ☐ City ☒ Town ☐ Village
(Select one:)

of CORNWALL _____ as follows:

(If additional space is needed, attach pages the same size as this sheet, and number each.)

SECTION 1. TITLE

This local law shall be known as "A Local Law amending Town Code Section 158-9 'Use Tables,' Table of General Use Regulations MR District, 158 Attachment 3.1."

SECTION 2. PURPOSE

A Local Law to amend Town Code Chapter 158 by amending Town Code Section 158-9 "Use Tables," Table of General Use Regulations MR District, 158 Attachment 3.1.

SECTION 3. PROVISIONS

Town Code Section 158-9 "Use Tables," is hereby amended by revising the provisions of Table of General Use Regulations, "158 Attachment 3.1, Table of General Use Regulations MR District," column 3, item 22, by deleting therefrom the words "and 158-25.2".

SECTION 4. SEVERABILITY

If any clause, sentence, paragraph, word, section or part of this local law shall be judged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the language directly involved in the controversy in which judgment shall have been rendered.

SECTION 5. EFFECTIVE DATE

This local law will take effect immediately upon filing in the Office of the Secretary of State in Albany.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20¹³ of the (County)(City)(Town)(Village) of CORNWALL was duly passed by the TOWN BOARD on May 20¹³, in accordance with the applicable provisions of law.
(Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the _____ and was deemed duly adopted (Elective Chief Executive Officer*) on 20 , in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the _____ on _____ 20____. (Elective Chief Executive Officer*)

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1 above.

Clerk of the county legislative body, City, Town or Village Clerk or
officer designated by local legislative body
Renata McGee, Town Clerk

Date: _____

(Seal)

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized attorney of locality.)

STATE OF NEW YORK
COUNTY OF ORANGE

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

Signature
STEPHEN J. GABA, ATTORNEY

Title

County
City of CORNWALL
Town
Village

Date: _____

#3

WHEREAS, a Notice of Claim has been filed against the Town of Cornwall by the Glen A. Sawyer ("Claimant"), and

WHEREAS, a settlement of the Claim, without any admission of wrongdoing on the part of the Town, has been proposed,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board hereby authorizes the payment of seven thousand and five hundred dollars (\$7,500) in full settlement of the said claim, contingent upon receipt of a general release from the claimant; and

2. That the settlement shall also be contingent upon adoption of a mutually acceptable resolution pertaining to the Town's policy regarding police assistance in civil trespass matters.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Alexander Mazzocca, Councilman, voting _____

Randolph S. Clark, Councilman, voting _____

Elizabeth Longinott, Councilwoman, voting _____

Mary Beth Greene-Krafft, Councilwoman, voting _____

D. Kevin Quigley, Supervisor, voting _____

SJG/TMP/309046
13266-65332
7/8/13

#4

WHEREAS, heretofore the Town of Cornwall applied for funding under the Fiscal Year 2014 Orange County Community Development Block Grant ("CDBG") program for improvements to Tamara Lane; and

WHEREAS, the engineer for the Town has been advised by the Orange County Office of Community Development that in order for the Town to receive the awards from the CDBG program, the Town must expedite and submit design and bid specifications; and

WHEREAS, the engineer for the Town further advises that survey work is necessary to complete the design and bid specifications;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board does hereby authorize the engineer for the Town to immediately proceed with design and bid specifications, and

2. That the Town Board does hereby authorize the engineer for the Town to retain a surveyor to complete the surveying portion of the design and bid specifications on behalf of the Town.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Alexander Mazzocca, Councilman, voting _____

Randolph S. Clark, Councilman, voting _____

Elizabeth Longinott, Councilwoman, voting _____

Mary Beth Greene-Krafft, Councilwoman, voting _____

D. Kevin Quigley, Supervisor, voting _____

SJG/ef/308325

254-65400

7/2/13

#1

WHEREAS, a drainage easement in favor of the Town of Cornwall runs through Lots 16, 17, 18 and 19 as indicated on the Mirojo Realty Corp. Filed Map No. 1896 ("Filed Map"); and

WHEREAS, the owner of Lot 10 on the Filed Map has also been affected by drainage issues; and

WHEREAS, the owners of the above lots have requested that the Town of Cornwall perform work on the drainage easement premises including clearing of trees and other debris; and

WHEREAS, the Town's Highway Superintendent has requested that the Town Board authorize survey work to be performed by Steven P. Drabick, P.L.S., PC to correctly mark and identify the drainage easement premises;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board does hereby authorize the Highway Superintendent to engage Steven P. Drabick P.L.S., PC to provide the necessary survey work; and

2. That following receipt of the survey, the Town Board does hereby authorize the Town's Consulting Engineers to prepare a plan for the Town Highway Department to construct and install the easement; and

3. That the Town Board does hereby authorize the Attorney for the Town upon determination of the boundaries of

the said easement to prepare and obtain all documents required for recording the same as part of a formal easement; and

4. That the Town's Highway Superintendent is further authorized to proceed with the proposed work on the drainage easement premises, and

5. That payment for all of the above work is to be funded through FY-2013 Highway Appropriations.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Alexander Mazzocca, Councilman, voting _____

Randolph S. Clark, Councilman, voting _____

Elizabeth Longinott, Councilwoman, voting _____

Mary Beth Greene-Krafft, Councilwoman, voting _____

D. Kevin Quigley, Supervisor, voting _____

SJG/ef/308820
254-65511
7/5/13

#8

WHEREAS, the Town of Cornwall Ambulance District provides pre-hospital emergency medical service through the Cornwall Volunteer Ambulance Corps ("COVAC"); and

WHEREAS, the Town of Cornwall and COVAC wish to provide the citizens of the Town with the level of care provided by Advanced Emergency Medical Technicians/Paramedics; and

WHEREAS, the Town has received a proposed contract from Empire State Ambulance Corp., d/b/a Regional EMS Care 1 EMS d/b/a EMStar Ambulance ("EMStar"), a copy of which is annexed hereto; and

WHEREAS, EMSstar has the ability to provide advanced life support services and ambulance services, and desires to provide such services in the Town of Cornwall Ambulance District;

NOW, THEREFORE, BE IT RESOLVED as follows:

That the Town Board hereby approves the proposed contract received from EMStar and authorizes the Supervisor to execute the same.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Alexander Mazzocca, Councilman, voting _____

Elizabeth Longinott, Councilwoman, voting _____

Randolph S. Clark, Councilman, voting _____

Mary Beth Greene-Krafft, Councilwoman, voting _____

D. Kevin Quigley, Supervisor, voting _____

SJG/ef/308882

254-34665

7/5/13

AGREEMENT BETWEEN COVAC AND EMSTAR AMBULANCE
FOR ADVANCED LIFE SUPPORT SERVICES

This AGREEMENT, effective as of the 1st day of August, 2013, by and between CORNWALL AMBULANCE CORPORATION, d/b/a "CORNWALL VOLUNTEER AMBULANCE CORPS, " P.O. BOX 151, Cornwall, New York 12518 (hereinafter "COVAC"), and Empire State Ambulance Corp, d/b/a Regional EMS Care 1 EMS, d/b/a EMStar Ambulance, a for-profit corporation former under the laws of New York State having principal office at 38 Rt 9, Fishkill, New York, 12524 (hereinafter "EMStar Ambulance"), provides as follows.

WITNESSETH

WHEREAS, COVAC is a New York not-for-profit corporation operating a volunteer ambulance corps; and

WHEREAS, COVAC is currently a New York State certified ambulance service operating at the Basic Life Support level and desires the availability of emergency medical services at the level of care provided by the Advanced Emergency Medical Technician — Paramedic (AEMT-P), as defined by the New York State Public Health Law, Section 3001 (11); and

WHEREAS, EMStar Ambulance has the ability to provide "advanced life support services" (ALS) and "ambulance services" as defined in the New York State Public Health Law Sections 3001(2), 3001(11) and 3005 and in accordance with sections 3030 and 3031 and desires to provide such services to the Cornwall Ambulance District; and

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. SERVICES TO BE RENDERED.

- a. Upon request by COVAC, EMStar Ambulance shall provide ALS service, using EMStar Ambulance personnel and equipment, to individuals receiving emergency services from COVAC, subject to the terms and provisions set forth below.
- b. When EMStar Ambulance ALS services are requested, the EMStar Ambulance paramedic will evaluate the patient(s) in conjunction with COVAC's personnel and make a final determination of the need for ALS in accordance with the Regional Paramedic Treatment Protocols and Procedures set forth by the Regional Medical Control and Advisory Board of the Hudson Valley (and as may herein after be amended from time to time) or upon consultation with a Medical Control physician at a Regional Medical Control Hospital.
- c. ALS Treatment is defined as the performance of any procedure which may be

performed by a New York State Advanced Emergency Medical Technician and not by a New York State Certified Emergency Medical Technician - Basic, and which includes, but is not limited to the following: ALS assessment; administration of intravenous or intraosseous fluids; administration of medications (other than oxygen) via oral, inhalation, intravenous, intraosseous, intraocular, subcutaneous, intramuscular or transdermal routes; placement of an endotracheal tube; cricothyrotomy; pleural decompression; defibrillation; cardioversion; or, external cardiac pacing.

- d. Upon determining the need for ALS treatment, the EMStar Ambulance paramedic will assume responsibility for coordinating patient care along with COVAC's personnel patient care duties commensurate with their EMS certification and qualifications.
- e. Once ALS treatment is begun, the EMStar Ambulance paramedic will bring his/her ALS equipment and accompany the patient(s) in COVAC's ambulance to the closest appropriate hospital.
- f. The combination of the EMStar Ambulance paramedic and ALS equipment and the COVAC's Ambulance and equipment will meet all New York State requirements for an advanced life support transport ambulance
- g. In the event that the paramedic or medical control physician determines that the patient(s) does not require ALS treatment, the paramedic will release the patient to COVAC's personnel.

2. REQUESTS FOR ADVANCED LIFE SUPPORT (ALS) SERVICE.

- a. COVAC personnel may determine the need for ALS service either by the established county two tiered protocol system or on a call by call basis
- b. COVAC may, upon determining the need for ALS, request EMStar Ambulance services by contacting either EMStar Ambulance dispatch center or they may request by radio communications with the Orange County Emergency Communication Center. EMStar Ambulance reserves the right to change its telephone number(s) and/or dispatch center locations and will notify COVAC of any change.
- c. COVAC retains the right to request ALS from any other ALS provider and is under no obligation to utilize the ALS services of EMStar Ambulance.
- d. The parties expressly acknowledge and agree that there may be times where the EMStar Ambulance unit is unavailable due to a prior call, mechanical problems, or for other reasons. In the event the EMStar Ambulance unit is unable to respond or is already engaged on another call, EMStar Ambulance shall take steps to relocate a system unit to the Response Area if commercially practical. If EMStar Ambulance is unable to relocate a unit or a second call is dispatched, EMStar Ambulance will advise the 911 Center to dispatch the next closest and available ALS unit to the call.

3. REIMBURSEMENT FOR ADVANCED LIFE SUPPORT SERVICES.

- a. Whenever EMStar Ambulance is requested and responds to a call with COVAC and a EMStar Ambulance paramedic performs any ALS procedure, EMStar Ambulance will bill any and all commercial third party payors for patients that are transported aboard a EMStar Ambulance ambulance.
- b. All Paramedic Intercept Services with transport aboard a COVAC ambulance will be billed to COVAC at a rate of \$300.00 per call when Medicare is the primary payor.
- c. All Paramedic Intercept Services with transport aboard a COVAC ambulance will be billed directly to the patient when their medical insurance is a commercial third party payor. Therefore, in these instances, EMStar Ambulance will not invoice COVAC for ALS services.
- d. EMStar Ambulance will charge only when ALS services are rendered including and not limited to ALS assessments.
- e. EMStar Ambulance will not charge for the following:
 - I. EMStar Ambulance ALS is requested by COVAC, but is not available;
 - II. EMStar Ambulance is requested by COVAC and canceled by COVAC prior to EMStar Ambulance ALS arrival on scene;

4. INDEMNIFICATION.

- a. EMStar Ambulance agrees to indemnify and hold COVAC, its officers, agents, and employees harmless from and against any and all liabilities, damages, losses, actions, causes of action, cost, and expenses (including attorney's fees) whether relating to property of COVAC or of any third party, or to personal injury or death, arising solely out of acts or failure to act of EMStar Ambulance, its agents, employees and officers.
- b. COVAC agrees to indemnify and hold EMStar Ambulance, its officers, agents and employees harmless from and against any and all liabilities, damages, losses, actions, causes of action, cost, and expenses (including attorney's fees) whether relating to property of EMStar Ambulance or of any third party, or to personal injury or death, arising solely out of acts or failure to act of COVAC, its agents, employees, or officers.
- c. EMStar Ambulance will provide the Town of Cornwall with a certificate of liability insurance naming the Town as an additional insured.

5. INDEPENDENT CONTRACTOR.

- a. The status of EMStar Ambulance is that of an independent contractor and not of an agent or employee of COVAC and, as such, EMStar Ambulance shall not have the right or power to enter into any contracts, agreements, or any other commitments on behalf of COVAC.

6. TERM OF AGREEMENT AND TERMINATION.

- a. This agreement shall be in effect until _____, 2013 or canceled by either party by written notice as set forth below.
- b. This agreement may be terminated by either party upon (30) days' written notice to the other party:

I. To EMStar Ambulance

EMStar Ambulance
Attn: CEO
38 Route 9
Fishkill, NY 12524

II. To Cornwall Volunteer Ambulance Corps

Cornwall Volunteer Ambulance Corps.
Attn: Captain
P.O. Box 151
Cornwall, NY 12518

7. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

EMStar Ambulance shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F -- Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the Billing Services provided hereunder. In conformity therewith, EMStar Ambulance agrees that it will:

- a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
- b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;

- c. To mitigate, to the extent practicable, any harmful effect that is known to EMStar Ambulance of a use or disclosure of PHI by the EMStar Ambulance in violation of this Agreement.
- d. Report to COVAC and the Town of Cornwall Town Board any use or disclosure of PHI not provided for by this Agreement of which EMStar Ambulance becomes aware;
- e. Ensure that any agents or subcontractors to whom EMStar Ambulance provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to EMStar Ambulance with respect to such PHI;
- f. Make PHI available to COVAC and to the individual who has a right of access as required under HIPAA within 30 days of the request by COVAC or the individual;
- g. Incorporate any amendments to PHI when notified to do so by COVAC;
- h. Provide an accounting of all uses or disclosures of PHI made by EMStar Ambulance as required under the HIPAA privacy rule within 60 days;
- i. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining EMStar Ambulance's and COVAC's compliance with HIPAA; and
- j. At the termination of this Agreement, return or destroy all PHI received from, or created or received by EMStar Ambulance on behalf of COVAC, and if return is infeasible, the protections of this agreement will extend to such PHI.

8. DISCLOSURES OF PERSONAL HEALTH INFORMATION.

The specific uses and disclosures of PHI that may be made by EMStar Ambulance on behalf of COVAC include:

- a. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by COVAC to its patients;
- b. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
- c. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by COVAC to its patients or to appeal denials of payment for same.
- d. Uses required for the proper management of the EMStar Ambulance as a business associate.

e. Other uses or disclosures of PHI as permitted by HIPAA privacy rule.

9. RIGHT TO TERMINATE.

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by COVAC, in its sole discretion, if COVAC determines that EMStar Ambulance has violated a term or provision of this Agreement pertaining to COVAC's obligations under the HIPAA privacy rule, or if EMStar Ambulance engages in conduct which would, if committed by COVAC, would result in a violation of the HIPAA privacy rule by COVAC.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT effective as of the date first written above.

Cornwall Volunteer Ambulance Corps

By: _____

Name: _____

Title: _____

EMStar Ambulance

By: _____

Name: _____

Title: _____

#10

WHEREAS, heretofore the Town Clerk requested approval to sell E-Z Pass electronic toll collection tags to the citizens of the Town of Cornwall; and

WHEREAS, the E-Z Pass On-the-Go program is a good way to generate revenue and provide a service to Town residents;

NOW, THEREFORE, BE IT RESOLVED as follows:

That the Town Board does hereby authorize the Town Clerk to complete and submit the annexed application to the New York State Thruway Authority and authorizes the Supervisor to execute the same.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Alexander Mazzocca, Councilman, voting _____

Randolph S. Clark, Councilman, voting _____

Elizabeth Longinott, Councilwoman, voting _____

Mary Beth Greene-Krafft, Councilwoman, voting _____

D. Kevin Quigley, Supervisor, voting _____

SJG/ef/308962
254-65400
7/8/13

#12

WHEREAS, the Town Historian on behalf of the Town of Cornwall has determined to submit an application under the 2013 Orange County Historic Grants Program for a \$4,000.00 grant to fund repairs at the Sands Ring Homestead, and

WHEREAS, the Town Historian has been designated to receive the award,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board does hereby authorize the submittal of an application to the Orange County Historic Grants Program for a \$4,000.00 grant, and

2. That the Town Historian is hereby authorized to execute documents as may be appropriate and necessary involved in the grant application process.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Alexander Mazzocca, Councilman, voting _____

Randolph S. Clark, Councilman, voting _____

Elizabeth Longinott, Councilwoman, voting _____

Mary Beth Greene-Krafft, Councilwoman, voting _____

D. Kevin Quigley, Supervisor, voting _____

SJG/ef/309009
254-65400
7/8/13

WHEREAS, the Town Historian on behalf of the Town of Cornwall has been authorized to submit an application under the 2013 Orange County Historic Grants Program for a \$4,000.00 grant to fund repairs at the Sands Ring Homestead, and

WHEREAS, the Town Historian has been designated to receive the award,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board does hereby authorize the Town Historian to receive a \$4,000.00 grant award from the Orange County Historic Grants Program, and

2. That the Town Historian is hereby authorized to execute the necessary documents as may be appropriate and necessary to accept said award.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Alexander Mazzocca, Councilman, voting _____

Randolph S. Clark, Councilman, voting _____

Elizabeth Longinott, Councilwoman, voting _____

Mary Beth Greene-Krafft, Councilwoman, voting _____

D. Kevin Quigley, Supervisor, voting _____

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7/8/13